

# **EXHIBIT A**



NEWS

SCORES

SCHEDULE

STATS

# Terms of Use Agreement

**PLEASE READ THESE TERMS (THIS "AGREEMENT") CAREFULLY BEFORE USING THIS WEBSITE OR ANY OTHER MLB ADVANCED MEDIA, L.P. PRODUCT OR SERVICE.**

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## **1. INTRODUCTION; GENERAL; OWNERSHIP; PROHIBITIONS**

Use of the Official Website of Major League Baseball, which encompasses MLB.com, the Official Websites of the thirty (30) Major League Baseball Clubs, (collectively "MLB Clubs" and each an "MLB Club"), MLB.TV, the Official Website of Minor League Baseball ("MiLB"), which encompasses MiLB.com, the Official Websites of the professional baseball clubs participating in the Professional Development League System pursuant to a Player Development License Agreement (collectively, the MiLB Clubs" and each an "MiLB Club"), MiLB.TV, and the Official Websites of certain other

**Major League and Minor League Baseball-related properties (collectively, this "Website"), downloadable mobile applications (e.g., MLB, Ballpark) available from third party application storefronts related to Major League or Minor League Baseball ("Application(s)'), games available from third party application storefronts related to Major League or Minor League Baseball (e.g. Beat the Streak, R.B.I. Baseball) ("Mobile Games"), games and other applications available from third party social media locations and gaming websites related to Major League or Minor League Baseball (e.g., MLB Ballpark Empire) ("Social Games") and all products and services provided and/or distributed (whether via this Website or elsewhere) by MLB Advanced Media, L.P. ("MLB") are subject to this Agreement. References to this Website, Applications, Mobile Games, Social Games and all materials contained in this Website and/or otherwise accessible via other MLB-controlled products or services or MLB-operated interactive media locations, including in each instance with respect to Minor League Baseball, will be referred to herein collectively as the "MLB Digital Properties" and individually as an "MLB Digital Property." By using an MLB Digital Property, you agree to be bound by this Agreement. If you do not agree to this Agreement, do not use any MLB Digital Property.**

This Agreement contains a Dispute Resolution section, including an arbitration agreement, class action waiver, and jury trial waiver that affect your legal rights. In arbitration, there is less discovery and appellate review than in court. Please review these provisions carefully. Except for Submitted Content (defined below), the MLB Digital Properties are either owned by or licensed to MLB. The applicable owners and licensors retain all rights to the MLB Digital Properties, including, but not limited to, all copyright, trademark and other proprietary rights, however denominated. Except for downloading one copy of the MLB Digital Properties on any single device for your personal, non-commercial home use, you must not reproduce, prepare derivative works based upon, distribute, perform or display the MLB Digital Properties without first obtaining the written permission of MLB or otherwise as expressly set forth in the terms and conditions of the MLB Digital Properties. The MLB Digital Properties must not be used in any unauthorized manner.

In some instances, this Agreement and separate terms (e.g., an end user license agreement) will apply to the MLB Digital Properties. By using an MLB Digital Property, you acknowledge that you have reviewed all terms and conditions applicable to the product or service in question and agree to be bound by such terms and conditions. When you submit personal information (e.g., full name and address) to an MLB Digital Property and/or to the MLB Shop at [www.mlbshop.com](http://www.mlbshop.com) or MiLB Shop at [www.milbstore.com](http://www.milbstore.com), including any mobile version thereof or any successor site(s), (collectively, "Shops") (which may be operated and managed by independent third party service providers, including "Fanatics" and/or "Snow Commerce"), you acknowledge and agree by acceptance of this Agreement that such personal information may be used in accordance with the **Privacy Policy of the MLB Digital Properties** and/or the **Privacy Policy of the Shops**, as applicable.

You must not use the MLB Digital Properties, including but not limited to Community Features (defined below), to: (i) transmit, store, embed or otherwise make available any information or material

that infringes any right of MLB or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (ii) transmit, store or otherwise make available material which disrupts any of the MLB Digital Properties, imposes an unreasonable or disproportionately large load on any MLB Digital Property infrastructure or otherwise adversely affects, restricts or inhibits any other user from using any of the MLB Digital Properties; (iii) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent or inappropriate, which constitutes hate speech or which adversely affects MLB business, or is otherwise objectionable in MLB's sole determination; (iv) transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (v) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (vi) transmit, store or otherwise make available material which contains any material of a commercial nature, including but not limited to advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters" or solicitation of any kind; (vii) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (viii) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonate players, management, employees of baseball or any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ix) use or attempt to use another's information, account, password, service or system except as expressly permitted; (x) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers or credit or debit card numbers; (xi) use automated scripts to collect information from or otherwise interact with the MLB Digital Properties; and (xii) transmit, store or otherwise make available material which is irrelevant to the subject matter of the applicable MLB Digital Properties.

Third party text, photo, graphic, audio and/or video material, including that provided by Associated Press ("AP"), (collectively, the "Third Party Materials") contained on or incorporated in the MLB Digital Properties shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these Third Party Materials nor any portion thereof may be stored in a device except for personal and non-commercial use. No third party provider, including without limitation AP, will be held liable in any way to any user of an MLB Digital Property, or to any third party who may receive information in the Third Party Materials, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof, or for any damages arising from or occasioned by any of the foregoing.

## **2. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), MLB has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to this Website or the other MLB Digital Properties (the "Designated Agent"). All such notifications relating to this Website or the other MLB Digital Properties must be a written communication and must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MLB to locate the material.
4. Information reasonably sufficient to permit MLB to contact the complaining party, such as an address, telephone number, and/or electronic mail address.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail or email to MLB's Designated Agent as follows:

**Service Provider:** MLB Advanced Media, L.P.

**Full Address:** MLB Advanced Media, L.P.

Copyright Agent  
1271 Avenue of the Americas  
New York, NY 10020

**Telephone Number:** (212) 931-7800

**Email Address:** [legaldepartment@mlb.com](mailto:legaldepartment@mlb.com)

### 3. COMMUNITY FEATURES

The MLB Digital Properties may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (collectively, the "Submitted Content") in connection with various features, including but not limited to profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the "Community Features"). By transmitting your Submitted Content via any MLB Digital Property, you grant, and represent and

warrant that you have the right to grant, to MLB a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

You are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. The MLB Digital Properties may also offer opportunities for you to transmit Submitted Content via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features is subject to the then current terms of use of the applicable third party website or product and not this Agreement, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

In order to participate in Community Features and/or certain other MLB Digital Properties, you may be asked to register an account by providing certain personal information such as your name and/or email address. The **Privacy Policy of the MLB Digital Properties** and/or the **Privacy Policy of the Shops**, explains how we may collect and use such information. In consideration of your use of the applicable MLB Digital Properties, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to MLB; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

MLB and its third party providers ("Vendors", including Fanatics and Snow Commerce) do not monitor, endorse, edit or screen your Submitted Content, although MLB and its Vendors reserve the right to do so, and neither MLB nor its Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential, and your Submitted Content may be read, intercepted by others and widely accessible on the Internet and via other interactive media, and you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via the Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and MLB or between you and MLB's Vendors other than as expressly set forth in this Agreement. You acknowledge that MLB is not responsible for, and cannot and does not guarantee, the accuracy, completeness or reliability of information in any material posted or submitted by any user of the Community Features. You represent that your Submitted Content is an original work by you or you have all necessary rights in it to submit it to MLB under the terms of this Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of this Agreement. If MLB determines, in MLB's sole discretion and judgment, that your Submitted Content violates, or may violate, any of the terms

of this Agreement, MLB reserves the right to (i) refuse to allow you to upload or otherwise transmit Submitted Content; (ii) remove and delete your Submitted Content; (iii) revoke your right to use any Community Features or other MLB Digital Properties; and/or (iv) use any technological, legal, operational or other means available to MLB to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your account on any MLB Digital Property.

You are solely responsible for your interactions with other users of the MLB Digital Properties. You may use various features (e.g., the "Flag" within comments sections) of certain Community Features to report violators. We reserve the right, but have no obligation, to monitor disputes between you and other users.

## **4. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SALES OF PRODUCTS AND SERVICES; CUSTOMER SERVICE CONTACT INFORMATION**

The Shops, which are operated by Vendors, allow you to order products supplied by independent merchandise Vendors and the MLB Digital Properties may make available limited merchandise in certain circumstances (collectively, "Merchandise"). MLB/MiLB Auctions allows you to purchase merchandise through an auction process ("Auctions"). From the Ticketing sections of certain MLB Digital Properties, you can, among other things, purchase tickets for games supplied by Major League Baseball, Minor League Baseball, and/or the applicable MLB/MiLB Club(s) ("Tickets"). Via certain MLB Digital Properties, you can subscribe to or download audio, video and audiovisual content, fantasy and other games and other products and services (collectively, "Services"). In addition, you can acquire MLB/MiLB products and services from locations other than the MLB Digital Properties (e.g., via third party storefronts, including, without limitation, wireless carriers, online music and/or video download and streaming sites, video game console services, third party websites, etc.) (collectively, "Third Party Sales Locations").

**ALL PURCHASES ARE SUBJECT TO PRODUCT AVAILABILITY. MLB EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF THE ACTIVITIES OF FANATICS OR SNOW COMMERCE, ANY VENDOR, THE MERCHANDISE OFFERED BY THE VENDORS, ANY LOSS OR INJURY RESULTING FROM YOUR ACCESS OR INABILITY TO ACCESS THE MLB DIGITAL PROPERTIES, ANY THIRD PARTY SALES LOCATIONS OR ANY PRODUCT OR SERVICE THEREIN, OR ANY LOSS OR INJURY ARISING OUT OF YOUR PURCHASE OR USE OF ANY PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES.**

The Services and all other products offered via the MLB Digital Properties are provided for your private, non-commercial use, and you may not distribute, modify, translate, rebroadcast, transmit, stream, perform or create derivative works of them.

## 1. Shop

By using the Shops, you acknowledge that the Terms of Use of the Shop ("Shop Terms") governs your use for the respective Shop, including any Merchandise orders you place with such Shop. In the event of any conflict between this Agreement and the Shop Terms, the Shop Terms will govern with respect to your activity on the Shop only. The Shop Vendors are responsible for the fulfillment and shipment of all Merchandise ordered via the Shop. Fanatics can be reached by using the contact information provided at [MLBshop.com](http://MLBshop.com). Snow Commerce can be reached by using the contact information provided at [MiLBstore.com](http://MiLBstore.com).

## 2. Price Modifications; Merchandise and Services Availability

MLB reserves the right to modify the price of any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties. MLB is not responsible for any error in copy or images relating to Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties. Any offer to sell any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties may be discontinued at any time in MLB's sole discretion.

With respect to Merchandise and Auctions offered and/or sold via the MLB Digital Properties, we cannot confirm the price or availability of an item until you order; however, we do NOT charge your credit or debit card until after your order has entered the shipping process (with the exception of any special order or customized/personalized products, which will be billed immediately after the order is received) or we determine you are the winning bidder. Despite our best efforts, a small number of the items listed in the MLB Digital Properties or in our printed catalogs may be mispriced. If we discover a mispricing, we will do one of the following:

If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.

If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you via email of such cancellation.

The Services and any other applicable products offered via the MLB Digital Properties or Third Party Sales Locations are subject to transmission limitations of the Internet and wireless carriers, which limitations could result in video and/or audio dropouts, rebuffering or other loss of connection.

## 3. Required Notices of Certificates of Authenticity

With respect to the sale of certain Merchandise or Auctions to residents of the State of California, the following notice is provided pursuant to California Civil Code, Title 1.1A, Autographed Sports Memorabilia, Cal Civil Code § 1739.7 (2001):

**SALE OF AUTOGRAPHED SPORTS MEMORABILIA: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY SPORTS MEMORABILIA DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY COLLECTIBLE SOLD BY THIS DEALER.**

With respect to the sale of certain Merchandise or Auctions, the following notice is provided

pursuant to New York Arts and Cultural Affairs Law, Title V-1, Sale of Autographed Sports Collectibles, NY CLS Art & Cult Affr § 60.04 (2006):

**SALE OF AUTOGRAPHED SPORTS MEMORABILIA: AS REQUIRED BY LAW A DEALER WHO SELLS TO A CONSUMER ANY SPORTS MEMORABILIA DESCRIBED AS BEING PERSONALLY AUTOGRAPHED FOR TWENTY-FIVE DOLLARS OR MORE MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE.**

The certificates referenced above will be provided in the form of a certificate of authenticity or as a unique hologram affixed to the item itself. Each hologram bears a unique tamper-proof identification number that upon entry in MLB/MiLB's database will provide the name of the signer and the date the item was signed, which database is accessible [here](#).

#### **4. Customer Service**

Should you have any questions about the purchase of Merchandise or Auctions via the MLB Digital Properties or Auctions, please call [MLB.com](#) Customer Service at 888-652-7467 within the U.S., email [customerservice@mlb.com](mailto:customerservice@mlb.com), or use our form [here](#).

Should you have any questions about the purchase of Services via the MLB Digital Properties, please call 866-244-2291 within the U.S. and 315-203-6761 outside the U.S., or email [customerservice@mlb.com](mailto:customerservice@mlb.com).

Should you have any questions about the purchase of downloadable mobile or wireless products via the mobile MLB Digital Properties, please email [mlb-mobile-cs@mlb.com](mailto:mlb-mobile-cs@mlb.com).

#### **5. Purchasing; Price; Payment**

In order to purchase Merchandise, Auctions, Tickets, Services or any other products via the MLB Digital Properties or via Third Party Sales Locations, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, email address, credit or debit card information and shipping address. The **Privacy Policy of the MLB Digital Properties** explains how such information provided to the MLB Digital Properties may be collected and used by MLB. With respect to the Shops, the **Privacy Policy of the Shops** applies to the collection and use of your personal information by Fanatics and/or Snow Commerce. With respect to Third Party Sales Locations, the privacy policy of any such Third Party Sales Location applies to the collection and use of your personal information by the operators and/or owners of such Third Party Sales Location. Your ability to make any purchase via the MLB Digital Properties may be subject to limits established by your card issuer. You must notify MLB immediately of any change in your credit or debit card information, including any change to your home address. MLB may bill you at the time the Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties are ordered or shipped, and the appropriate Club or Vendor may bill you at the time your Tickets are ordered or shipped. You must pay all amounts accrued in your account, including sales tax and shipping and handling charges, when due. MLB may in its sole discretion decline service to or terminate any account. Neither MLB, nor any other MLB Entity (defined below), nor Fanatics, nor Snow Commerce, nor any Vendor or any operator of any Third Party Sales Location is responsible, and must not be held liable, for any breaches in transaction security by any third party.

By purchasing any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties, you acknowledge and agree that your credit or debit card (or other

payment device or method) is being charged by MLB's payment processor or its vendor. For purposes of this Agreement, such payment processor will be referred to as a "Vendor."

By utilizing a credit or debit card for purchase of any Services or any other applicable products offered via the MLB Digital Properties, you authorize MLB to charge such card on the periodic basis as specified (e.g., once per month for monthly Services) in the amount described on the applicable purchase path. In the event MLB is unable to process charges to your primary credit or debit card on such periodic basis or in such amount, you authorize MLB to charge an alternative card saved in the Payment Profile section of your account.

If the account number, expiration date or other information of any credit or debit card account associated with your subscription Service changes, MLB recommends you update it as soon as possible. Please also be aware, MLB may acquire this current information from our financial services partner(s) and update the Payment Profile section of your MLB.com account to include such revised payment information.

## 6. Sales Tax

For certain purchases made via the MLB Digital Properties, MLB is required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the MLB Digital Properties are not exempt from sales or use taxes simply because they are made from the Internet or because MLB is not required to collect sales or use tax by any particular state or region. Whether any sales tax will be collected on a given purchase and the amount of tax charged depends on a number of factors including whether the seller is subject to tax in a given jurisdiction. The purchaser is responsible for any applicable taxes not collected by MLB and certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected directly by MLB in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

For Oklahoma purchasers, applicable use tax on purchases made via the MLB Digital Properties may be reported and paid on an Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the **Oklahoma Tax Commission website**.

For South Dakota purchasers, applicable sales or use taxes on purchases made via the MLB Digital Properties may be reported and paid on the South Dakota use tax form, available with corresponding instructions on the **South Dakota Department of Revenue website**.

## 7. Billing and Automatic Renewal Policies for Certain Subscription Services

For certain Services billed on a monthly basis (e.g., MLB.TV Monthly subscription Service), your subscription will automatically renew monthly during the current Major League Baseball season through and including October and annually on or about March 1 each year at the then-current Major League Baseball season's regular full monthly price, unless you cancel your Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your MLB.com account will be charged on or about the same date each month of your subscription during any Major League Baseball season and each subsequent year as set forth above. If MLB is unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your MLB.com account may be charged. If you wish to cancel your monthly Service, you have two

options: (i) you may cancel your monthly subscription in its entirety (including the annual automatic renewal of this Service in subsequent years) or (ii) you may cancel your monthly subscription for the applicable Major League Baseball season, but elect to annually automatically renew (i.e., restart) your monthly subscription in the following Major League Baseball season. To elect either of these options and cancel your monthly Service, you may login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or send an email to **customerservice@mlb.com**. In no event will MLB provide partial or pro-rated refunds; see below for further details regarding refunds.

For Services billed on a yearly basis (e.g., MLB.TV Yearly, MLB.TV Single Team and MLB subscription Services), your subscription will automatically renew annually on or about March 1 each year at the then-current year's regular full yearly price, unless you cancel your Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your MLB.com account will be charged on or about March 1 of each subsequent year as set forth above. If MLB is unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your MLB.com account may be charged. To cancel your yearly Service, login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or send an email to **customerservice@mlb.com**. In no event will MLB provide partial or pro-rated refunds; see below for further details regarding refunds.

In the event MLB discontinues or significantly alters a Service that you have purchased with automatic renewal, MLB (i) will notify you via email to an address you have provided to MLB, (ii) may provide information about similar or new Services available via the MLB Digital Properties and (iii) reserves the right to cancel the applicable renewal.

**UNLESS YOU NOTIFY US BEFORE THE BEGINNING OF THE NEXT APPLICABLE BILLING (AND RENEWAL) PERIOD THAT YOU WISH TO CANCEL ANY AUTOMATICALLY RENEWING SERVICE, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES USING ANY CREDIT OR DEBIT CARD SAVED IN THE PAYMENT PROFILE SECTION OF YOUR MLB.COM ACCOUNT.**

## **8. Refund Policies for Certain Subscription Services**

MLB will refund the purchase price you paid for a subscription Service (e.g., MLB.TV or Gameday Audio) offered via the MLB Digital Properties if you make a refund request on the applicable MLB Digital Property via the account management tools in the Audio/Video Subscriptions section of your MLB.com account or via email to **customerservice@mlb.com** within five (5) days of your initial purchase or within five (5) days of any annual automatic renewal date. In no event will MLB grant you more than one (1) refund during any given Major League Baseball season or provide partial or pro-rated refunds.

Should you wish to cancel your subscription Service at any time, you may login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or you may email **customerservice@mlb.com**. If such cancellation request occurs on any date following either the fifth (5th) day after your initial purchase or the fifth (5th) day after any annual automatic renewal date during any subsequent Major League Baseball season of your Service, then your cancellation will be effective as follows:

**Current Yearly Service:** If you cancel your yearly subscription Service as set forth immediately

above, such cancellation will take effect at the start of the following subscription service year (e.g., a subscription service year for MLB.TV may begin on March 1 and therefore any cancellation of an existing subscription as described immediately above and prior to March 1 will be effective as of March 1). The Services to which you are subscribed will be accessible until cancellation is effective.

**Annual Automatic Renewal of Yearly Service:** If you cancel your yearly subscription Service as set forth immediately above, it will not automatically renew in any subsequent year.

**Current Monthly Service:** If you cancel your monthly subscription Service as set forth immediately above, such cancellation will take effect upon the completion of your then-current service month (e.g., a subscription service month for MLB.TV may begin on May 1 and cancellation of such a subscription as described immediately above will be effective as of June 1). The Services to which you are subscribed will be accessible until the thirtieth (30) day after your most recent billing date.

**Annual Automatic Renewal of Monthly Service:** If you cancel your monthly subscription Service as set forth immediately above, it will not automatically renew annually in any subsequent year, unless you elect at the time of your cancellation to renew (i.e., re-start) your monthly subscription Service in the following Major League Baseball season.

## **9. Notifications and Other Terms and Conditions**

By purchasing or using any Services, you agree that MLB may notify you about changes to prices and/or Services by sending an email to an address you have provided to MLB or by publishing a notice on the informational page(s) of the MLB Digital Properties applicable to the Services. It is your responsibility to notify MLB of any change in your email address by logging in to the applicable MLB Digital Property and using the online account management tool. If your email service includes functionality or software that catalogues your emails in an automated manner, it is your responsibility to ensure you retrieve those emails we send to you, e.g., by routinely monitoring your bulk, junk and/or spam email folders or by adding us to your address book or safe senders list.

Programming, pricing, terms and conditions of Services, Tickets and other products offered via the MLB Digital Properties are subject to availability and change. Certain Services, Tickets and other products offered via the MLB Digital Properties may be governed by separate terms (e.g., an end user license or similar agreement) which differ from this Agreement. Please refer to the terms and conditions of such Services, Tickets, other products and/or MLB Digital Properties to determine the policies applicable for such other MLB Digital Properties. In the event of any conflict between this Agreement and the terms and conditions provided for any such Service, Ticket, other product or MLB Digital Property, the terms and conditions of the applicable Service, Ticket, other product or MLB Digital Property will govern.

## **10. Access to Services and Blackout Restrictions**

Subscription activation for Services and other products offered via the MLB Digital Properties, and subsequent ability to access Services and other products offered via the MLB Digital Properties, may be subject to approval of your valid major credit or debit card and verification of other information you submit or is otherwise obtained by MLB (e.g., your IP address). Scheduled games may be cancelled or substituted when necessary.

Restrictions apply to Services that allow you to watch streaming video of live games depending

on the date of the game, your location and local, regional, national and international broadcast exclusivities.

Specifically:

All live games offered via MLB.TV subscription Services and certain other subscription Services may be unavailable as more fully described in the following paragraphs. **If a game is unavailable in an area, it is not available for live game viewing through MLB.TV.** If you are an MLB.TV subscriber within an area subject to such unavailable game, such game will be available as an archived game approximately 90 minutes after the conclusion of the applicable game.

Due to certain Major League Baseball exclusivities, select regular season, special event, and Postseason games are unavailable on MLB.TV domestically and internationally. For a full list of unavailable games, territories, and channels please [click here](#).

Live audio of the games that are unavailable (such games listed [here](#)) is available to customers within "At Bat," which is included with all MLB.TV subscriptions.

In addition, note:

- Home television territory blackout restrictions apply regardless of whether a Club is home or away and regardless of whether or not a game is televised in a Club's home television territory.
- Clubs located within the United States may be subject to home television territory blackout restrictions that may expand to outside of the United States.
- All San Francisco Giants and Oakland Athletics live games will be blacked out in the U.S. territory of Guam.

To find out which Club's live games are unavailable within the area of the United States where you intend to watch a game due to home television territory blackout restrictions, [click here](#).

If you think we have inaccurately determined your home television territory blackout restrictions, you may call Customer Service at 866-244-2291 (US) and 315-203-6761 (International).

For these Services, you must submit your email address. Clicking on a live MLB.TV link will perform and trigger a number of checks to make sure that you are located outside of the applicable home television territory blackout territory. Due to such restrictions, you may be required to authorize MLB to access your location data, which access will be in accordance with the **Privacy Policy of the MLB Digital Properties**. **IF YOU CIRCUMVENT, OR ATTEMPT TO CIRCUMVENT, ANY HOME TELEVISION TERRITORY (HTT) BLACKOUT RESTRICTION OR OTHER USE RESTRICTION: YOUR SUBSCRIPTION WILL BE SUBJECT TO IMMEDIATE TERMINATION AND A CHARGE OF ONE HUNDRED DOLLARS (\$100.00) FOR EARLY TERMINATION; YOU MAY BE SUBJECT TO LEGAL ACTION; AND MLB RESERVES THE RIGHT TO REPORT SUCH MISCONDUCT TO APPROPRIATE LAW ENFORCEMENT AUTHORITIES.**

**SHARING OF PASSWORDS TO ANY OF THE MLB DIGITAL PROPERTIES IS STRICTLY FORBIDDEN. IN ADDITION TO THE RIGHTS AND REMEDIES AVAILABLE TO MLB AS SET FORTH IN THE PREVIOUS PARAGRAPH, MLB RESERVES THE RIGHT TO CHARGE A USER THE FULL SERVICES' SUBSCRIPTION FEE FOR EACH INDIVIDUAL WITH WHOM THE USER HAS SHARED THEIR PASSWORD.**

We may offer trial memberships to fee-based Services for free or at special discounted prices to eligible customers. We reserve the right, in our sole discretion, to determine such eligibility. Trial memberships are subject to this Agreement and will be supplemented by promotional terms associated with each such trial membership. Unless otherwise stated in the promotional terms of a trial membership, trial memberships will automatically become paying subscriptions at the then-current subscription rate for the applicable Service if you do not cancel before the end of the trial period.

## **5. VOTES; CONTESTS; SWEEPSTAKES**

The MLB Digital Properties may offer you opportunities to vote in connection with certain events including the All-Star Game and also to participate in contests, sweepstakes or other promotions. By participating in any such event, you signify your agreement to all special terms set forth on the MLB Digital Property applicable to the event as well as the terms of this Agreement.

## 6. LINKING

The MLB Digital Properties may contain links and pointers to other Internet sites and resources, including, without limitation, Third Party Sales Locations and Third Party Social Networking Features. Links to and from the MLB Digital Properties from or to Third Party Sales Locations, Third Party Social Networking Features and other websites or locations maintained by third parties do not constitute an endorsement by MLB or any other MLB Entity of any such third party website or content. MLB is not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to the administrator of the applicable third party website or location.

## **7. DISCLAIMER OF WARRANTIES**

1. USE OF THE MLB DIGITAL PROPERTIES AND THE PRODUCTS, MERCHANDISE, TICKETS AND SERVICES INCLUDED THEREIN, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

2. EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY MLB AND/OR THE APPLICABLE VENDOR, THE MLB DIGITAL PROPERTIES, AND ALL MATERIALS CONTAINED OR DISTRIBUTED THEREIN, INCLUDING, BUT NOT LIMITED TO, ALL PRODUCTS, MERCHANDISE, TICKETS AND SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. MLB DOES NOT WARRANT THAT: (I) THE MLB DIGITAL PROPERTIES OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (II) DEFECTS OR ERRORS IN THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE CORRECTED; (III) THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES, WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) ANY INFORMATION CONTAINED IN THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE ACCURATE OR RELIABLE.

## 8. LIMITATIONS ON LIABILITY

1. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERMS AND CONDITIONS OF THE MLB DIGITAL PROPERTIES OR ANY ACT OR FAILURE TO ACT BY MLB OR ITS VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE MLB DIGITAL PROPERTIES.
2. IN NO EVENT SHALL MLB BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES.
3. IN NO EVENT SHALL MLB, ANY OTHER MLB ENTITY OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE MLB DIGITAL PROPERTIES INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF MLB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF MLB IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF MLB, ANY OTHER MLB ENTITY OR ANY VENDOR FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE MLB DIGITAL PROPERTIES, INCLUDING BUT NOT LIMITED TO ANY PRODUCTS, AUCTIONS, TICKETS, MERCHANDISE, OR SERVICES AVAILABLE THEREFROM, IS \$50.
4. IN NO EVENT SHALL MLB OR ANY OTHER MLB ENTITY BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE MLB DIGITAL PROPERTIES, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.
5. YOU AGREE TO PROVIDE WRITTEN NOTICE OF ANY CLAIM OR DISPUTE, INCLUDING THOSE RAISED IN ARBITRATION AS DESCRIBED IN SECTION 11 BELOW, TO MLB WITHIN ONE YEAR OF THE CLAIM OR DISPUTE ARISING OR IT IS FOREVER WAIVED AND TIME BARRED.

## 9. INDEMNIFICATION

You hereby agree to indemnify and hold the MLB Entities harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (i) your use of the MLB Digital Properties, including but not limited to the products, Merchandise, Auctions, Tickets and/or Services purchased via the MLB Digital Properties; or (ii) any alleged breach of this Agreement by you. For purposes of this Agreement, the "MLB Entities" shall mean MLB, the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("MLB Clubs"), MLB Professional Development Leagues, LLC ("MLB PDL"), the MiLB Clubs, Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

## 10. TERMINATION

MLB may change, suspend or discontinue any aspect of the MLB Digital Properties at any time, including the availability of any product, Merchandise, Auctions offering, Ticket offering, Service, feature, database or content. MLB may also impose limits on certain offerings and features or restrict your access to parts, or the entirety, of the MLB Digital Properties without notice or liability at any time in MLB's exclusive discretion, without prejudice to any legal or equitable remedies available to MLB, for any reason or purpose, including, but not limited to, conduct that MLB believes violates this Agreement or other policies or guidelines posted on the MLB Digital Properties or conduct which MLB believes is harmful to other customers, to MLB's business or to other information providers. In addition and without prejudice to any other remedy available to MLB, MLB may immediately terminate this Agreement if you breach any term of this Agreement or other operating term set forth by MLB in the MLB Digital Properties. This Agreement may also be immediately terminated at any time by MLB in its sole discretion.

## 11. DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER; JURY TRIAL WAIVER)

Please read this section carefully. It affects your legal rights. It provides for resolution of most, but not all, disputes arising out of or relating to this Agreement or your use of any MLB Digital Property between you and MLB through individual binding arbitration instead of in court. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery and appellate review are more limited. This section also contains a jury trial waiver and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general or representative action in arbitration or litigation to the fullest extent permitted by applicable law. This section survives termination of the Agreement and the relationship between you and MLB. For purposes of this Section 11, and unless stated otherwise, all references to "MLB" incorporate and apply to any "MLB Entity" as defined in Section 9.

## ARBITRATION (the "arbitration agreement")

**1. Binding Arbitration.** Any dispute or claim arising out of or relating to this Agreement, or your use of any MLB Digital Property (including all commercial transactions conducted through the MLB Digital Properties), whether based in contract, tort, statute, fraud, misrepresentation, common law, or any other legal theory, ("Dispute") will be resolved through binding individual arbitration, except for claims identified as Non-Arbitrable Claims below, or those filed in a small claims court that proceed on an individual (non-class, non-representative) basis. Whether a Dispute is within the jurisdictional limits of small claims court is for a small claims court to decide in the first instance and for a court of competent jurisdiction to otherwise decide.

Dispute **shall include:** (i) any dispute or claim that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising); (ii) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (iii) any dispute or claim that may arise after termination of this Agreement.

Dispute, however, **does not include** any dispute or claim related to trademark or copyright infringement or any dispute or claim related to the alleged violation of your privacy rights or interests whether based in contract, tort, statute, fraud, misrepresentation, common law, rule, regulation, or any other legal theory, including but not limited to: (i) claims under the Video Privacy Protection Act and corresponding state video privacy laws; (ii) claims under the Federal Wiretap Act and other federal and state wiretapping laws; or (iii) any other alleged violation of your privacy rights or interests that is based on the use of technology, including, but not limited to, any code, software, software development kit, and/or application programming interface, on any MLB Digital Property or use of that technology to allegedly intercept, record, collect, possess, procure, or disclose any information, including but not limited to personally identifiable information and video viewing behavior (without concession that any such claims, including those under video privacy or wiretapping laws, apply to any MLB Entity) (collectively, "Non-Arbitrable Claims"). You understand and agree that Non-Arbitrable Claims may only be brought in a court of competent jurisdiction consistent with the remainder of this Agreement.

The arbitrator shall decide all issues **except** the following (which are for a court of competent jurisdiction to decide): (i) issues that are reserved for a court in this Agreement; (ii) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (iii) issues that relate to arbitrability.

This Agreement and this arbitration agreement do not prevent you from bringing a Dispute or Non-Arbitrable Claim to the attention of any government agency. You and MLB agree that this Agreement evidences a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law (and not state arbitration law).

**2. Required Informal Resolution Process.** You and MLB agree to work together in an effort to informally resolve any Dispute or Non-Arbitrable Claim between us.

The party raising the Dispute or Non-Arbitrable Claim must send the other a written notice within one year of the Dispute or Non-Arbitrable Claim arising that includes all of this information: (i) information sufficient to identify any transaction and account at issue; (ii) contact information (including name, address, telephone number, and email address); and (iii) a detailed description of the nature and basis of the Dispute or Non-Arbitrable Claim and the relief sought, including a calculation for it. The notice must be personally signed by the party raising the Dispute or Non-

Arbitrable Claim (and their counsel, if represented). If you are the initiating party, you must send this notice to MLB Advanced Media, L.P., Attn: General Counsel, 1271 Avenue of the Americas, New York, NY 10020. If MLB is the initiating party, we will send this notice to the most recent contact information we have for you.

For a period of 60 days from receipt of a completed notice (which can be extended by agreement of the parties), you and we agree that the parties (and their counsel) will negotiate in good faith in an effort to informally resolve the Dispute or Non-Arbitrable Claim. The party receiving the notice may request a telephone settlement conference to aid in resolution. If such a conference is requested, you and an MLB representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period.

Completion of this Required Informal Resolution Process ("Process") is a condition precedent to initiating a claim in arbitration or in litigation. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and no Dispute shall be filed with any court or arbitration tribunal prior to the resolution of the contested issue regarding the Process. The court shall have the authority to enforce this condition precedent to arbitration of any Dispute or litigation of any Non-Arbitrable Claim, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in connection with any Dispute in arbitration.

All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process (a period of 60 days from receipt of a completed notice or until such time as agreed upon by the parties). You or we may commence arbitration if the Dispute is not resolved through this Process, or litigation in a court of competent jurisdiction if the Non-Arbitrable Claim is not resolved through this Process, consistent with the remainder of this Agreement.

**3. Arbitration Procedures.** The arbitration of any Dispute shall be administered by and conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (where appropriate) ("AAA Rules"), as modified by this arbitration agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org).

An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). If you are submitting an arbitration demand, you shall send it to MLB Advanced Media, L.P., Attn: General Counsel, 1271 Avenue of the Americas, New York, NY 10020 and follow the AAA Rules for initiating arbitration. If MLB is submitting an arbitration demand, we shall send it to the American Arbitration Association – Case Filing Services, 101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 and follow the AAA Rules for initiating arbitration.

By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the Required Informal Dispute-Resolution Process in Section 11.2 and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would.

Any in-person hearing will be held in New York County, New York, or at a location that is reasonably convenient to both parties. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent permitted by applicable law, you and MLB agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce this Agreement as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated. The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. Judgment on any arbitration award may be entered in any court of competent jurisdiction. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

#### **4. Costs of Arbitration/Fees.**

1. Payment of arbitration fees will be governed by the AAA Rules and fee schedule. You and MLB agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or we may elect to engage with the AAA regarding arbitration fees, and you and we agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.
2. In the event that either party initiates a proceeding involving any Dispute other than in accordance with this Section 11, or initiates a proceeding involving a Dispute or Non-Arbitrable Claim other than in the Forum as applied in Section 12, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this arbitration agreement and the Forum to which the parties have herein agreed.

#### **5. Additional Procedures for Mass Arbitration.** You and MLB agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Mass Arbitration. If 25 or more similar Disputes (including yours) are asserted against MLB by the same or coordinated counsel or are otherwise coordinated ("Mass Arbitration"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and the AAA's resources. If your Dispute is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

1. STAGE ONE: If at least 100 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for MLB shall each select 50 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator unless the parties

agree otherwise. If a Claimant withdraws his or her Claim before the issuance of an arbitration award, another Claimant shall be selected by MLB to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a former federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One).

2. STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for MLB shall each select 50 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes remaining, all shall proceed individually in Stage Two). Each side may seek to replace up to ten (10) arbitrators with new arbitrators, and up to five (5) Disputes may be assigned to a single arbitrator to proceed individually unless the parties agree otherwise. If a Claimant withdraws his or her Claim before the issuance of an arbitration award, another Claimant shall be selected by MLB to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a former federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two).
3. If the remaining Disputes are not resolved after completing Stage Two, you and MLB may, separately or by agreement, opt out of arbitration and elect to have your claim heard in a court of competent jurisdiction consistent with this Agreement. You also may individually opt out of arbitration by providing your individual, personally signed notice of your intention to opt out to MLB via email to **legaldepartment@mlb.com** within thirty (30) days after the conclusion of the second global mediation session. MLB may opt your Dispute out of arbitration by sending an individual, personally signed notice of its intention to opt out to you or your counsel via email within fifteen (15) days following the conclusion of your thirty (30) day opt-out period.
4. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process.
5. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Arbitration, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. The Additional Procedures for Mass Arbitration provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Agreement.

## Class Action Waiver

YOU AND MLB AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN LITIGATION, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. YOU AND MLB AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN ARBITRATION OR IN COURT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

## Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MLB WAIVE THE RIGHT TO A JURY TRIAL.

## 12. CHOICE OF LAW AND VENUE

Any and all Disputes and Non-Arbitrable Claims arising out of or related to this Agreement or to your use of any MLB Digital Property, or any product or service distributed by MLB shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles. If the arbitration agreement is ever deemed unenforceable or void, or a dispute or claim between the parties is not subject to arbitration (including any Non-Arbitrable Claim), or for any action that seeks to enforce or challenge the enforceability of the arbitration agreement or any provision of the Agreement, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in New York County, New York (the "Forum") for purposes of any legal action and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to: (i) inconvenient forum or (ii) any other basis or any right to seek to transfer or change venue of any such action to another court.

## 13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. MLB in its sole discretion may amend this Agreement, in which case we will post the amended Agreement within the MLB Digital Properties. Your use of the MLB Digital Properties after such amended Agreement is posted will constitute acceptance of it by you. MLB may be required to notify you of certain events concerning the MLB Digital Properties and your use thereof, and your use of the MLB Digital Properties constitutes acceptance that such notices will be effective upon our posting them on the applicable MLB Digital Properties or, if we elect in our sole discretion, emailing you at an address you have provided to us. Sections 7, 8, 9, 11, 12 and 13 of this Agreement will survive any termination or cancellation of this Agreement. MLB's performance under this Agreement is subject to applicable

law and nothing contained herein is in derogation of MLB's right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the MLB Digital Properties or information provided to or gathered by MLB with respect to such use. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

## **14. ACCEPTANCE OF TERMS OF USE**

BY USING AN MLB DIGITAL PROPERTY, YOU SIGNIFY YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use any of the MLB Digital Properties. MLB may change the terms of this Agreement at any time, and your use of an MLB Digital Property after such change is posted will mean that you accept such change.

## **15. NOTICE FOR CALIFORNIA CONSUMERS**

Under California Civil Code Section 1789.3, California users of the MLB Digital Properties are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**LAST UPDATED: FEBRUARY 6, 2024**